



Standard Agreement Form

For use of WorkKeys (online and paper) related products and services.

Customer Name (exact legal name):	NAPA VALLEY UNIFIED SCHOOL DISTRICT
-----------------------------------	-------------------------------------

SECTION A: Customer details:

Customer Address	2425 JEFFERSON ST				
City	NAPA	State	CA	Zip Code	94558
Person to Contact	Sarah Williams		Title	Director, Assessment and Interventions	
Direct Telephone	707-253-3815 x4866		Email	swilliams@nvusd.org	

SECTION B: Products and Services: Customer is requesting access to all available assessments¹ on ACT's WorkKeys® Paper-Based Assessment System and WorkKeys® Online Assessment System² (the "Products and Services"). Additional fees may apply – see Pricing Exhibit for more information.

Assessment Language		
English	Spanish (where available)	<input checked="" type="checkbox"/> Both

¹ Returning Customers will continue to have access to any assessments previously provided by ACT, through that assessment's sunset date as communicated by ACT.

ACT® WorkKeys® National Career Readiness Certificates and RegiSTAR Access – Eligible Examinees will have access to ACT WorkKeys National Career Readiness Certificates they earn. Additionally, Customer may choose to have access to a RegiSTAR account that will provide them with certificate data related to assessment administered by their Authorized Customer Locations, including prior certificate data if Customer previously held a RegiSTAR account. Prior existing RegiSTAR configurations will continue. Certificate data for new accounts will be available on at least a monthly basis.

Access to RegiSTAR database

Additional Products and Services

Customer wishes to accept walk-up testing and be listed on ACT's website as a provider of ACT WorkKeys assessments.

ACT® WorkKeys® Local Scan™.

SECTION C: Term: The term of this Agreement shall become effective on the date of the last signature of the Agreement and shall remain in effect for three years, unless terminated as provided herein.

SECTION D: Complete Agreement: The complete agreement between ACT and the Participating Location consists of the following which are all hereby incorporated by reference: (1) this Standard Agreement Form, (2) the attached General Terms and Conditions, (3) Pricing Exhibit, and (4) Trademark Guidelines.

SECTION E: Signatures: By signing below, the parties' authorized representatives hereby indicate their agreement to the terms and conditions of this Agreement.

ACT, Inc.

By: Charlie Astorino
 Name: Charlie Astorino
 Title: Vice President, Sales
 Date: 1/23/2020

Customer

DocuSigned by:
 Signature: Sarah Williams
 Printed Name: Sarah Williams
 Title: Director, Assessment and Interventions
 Date: 1/24/2020

Mary Ann Valles
 Assistant Superintendent of Instruction

201807250942

GENERAL TERMS AND CONDITIONS

ACT and the Customer agree as follows:

Definitions. As used in this Agreement, the following terms shall mean:

- (i) "ACT" means ACT, Inc.
- (ii) "ACT Materials" means the Products and Services, including all component parts, modifications, updates, testing materials, manuals, documentation, related materials, written or electronic, and all intellectual property rights therein
- (iii) "Agreement" means the complete agreement as described in Section D of this Agreement.
- (iv) "Authorized Customer Locations" means those locations communicated to ACT by Customer that will administer the Products and Services.
- (v) "Authorized Examinees" means individuals who are age thirteen (13) or older.
- (vi) "Products and Services" means the products and services ordered by Customer identified in Section B of the Standard Agreement Form.
- (vii) "Customer" means the party named in Section A of the Standard Agreement Form.
- (viii) "Eligible Examinees" are examinees at the Authorized Customer Locations who have received qualifying scores on the Qualifying Assessments.
- (ix) "Qualifying Assessments" means the ACT WorkKeys[®] assessments in Applied Math, Graphic Literacy, and Workplace Documents.

Term. The term of this Agreement shall be as set forth in Section C of the Standard Agreement Form ("Term"), subject to earlier termination as set forth in this Agreement.

Products and Services. ACT agrees to provide, subject to the terms and conditions in this Agreement, the Products and Services indicated on the Standard Agreement Form. ACT reserves the right to add, delete, and modify Products and Services, including reports from time to time in its sole and absolute discretion.

Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT hereby grants to the Customer a revocable, non-exclusive and non-transferable license during the Term of this Agreement to (a) access the Products and Services for the purpose of assessing the Authorized Examinees, (b) administer the Products to the Authorized Examinees, (c) resell the Assessments, and (d) use the ACT Materials in connection with the authorized administration of the Products. Customer may administer the Products at Authorized Customer Locations or sites of its own choosing that provide for a proper assessment environment (as set forth in the Manuals), provided that the System Materials are stored and secured at the Authorized Customer Location(s) when they are not being administered, and provided that the Customer abides by the terms and conditions set forth in this Agreement. ACT must receive any applicable site participation list (listing Authorized Customer Locations) before testing can occur at Customer's Authorized Customer Locations.

Restrictions. Except as expressly permitted herein, Customer may not (a) use the ACT Materials for any other purpose, (b) assign, license, sell, loan, lease, or otherwise transfer the Products or ACT Materials in whole or in part, (c) authorize or allow a third party to use the Products or ACT Materials, (d) copy, or allow anyone else to copy, in whole or in part, the ACT Materials, (e) modify, reverse engineer, decompile, or disassemble Products or ACT Materials, (f) store or install the ACT Materials, at any location other Authorized Customer Locations, (g) utilize or retain ACT Materials beyond the Term hereof, or (h) store excess paper test booklets.

Payment Terms. Customer agrees to pay ACT the amounts set forth in this Agreement. Customer shall make all payments within thirty (30) days of the date of an invoice from ACT. All invoices shall be sent to the Customer at the address listed in Section A of the Standard Agreement Form. ACT is required by law to collect and remit all applicable state and local taxes for goods and services provided. Customers who are exempt from such taxes must provide appropriate exemption documentation to ACT as proof of exempt status. ACT reserves the right to withhold fulfillment of orders for Products and Services and to discontinue access to the electronic systems for Products and Services, if payments are delinquent. ACT has no obligation to re-issue invoices, provide credits, issue refunds or take any other action as a result of a Customer's decision.

Ownership of Materials. ACT owns the ACT Materials and the trademarks "ACT," "Career Ready 101," "Local Scan," and "WorkKeys". Except as specifically granted in this Agreement, Customer does not acquire any right, title, or interest in or to the ACT Materials or ACT owned trademarks. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the ACT Materials. The ACT Materials are licensed, not sold. Customer may not sell or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Products and Services to authorized examinees and its personnel solely for testing and interpretation purposes. Use of ACT trademarks is governed by the Use of ACT's Trademarks Section of these terms.

Confidentiality. During the Term of this Agreement, ACT may disclose certain Confidential Information of a special and unique nature to the Customer. As used in this Agreement, "Confidential Information" means ACT Materials, and any information (whether in written, verbal, or other format) marked or identified as being confidential or which a reasonable person would understand to be confidential from the nature of the information or the circumstances of the disclosure. Customer agrees that neither it nor its employees shall at any time during or following the Term, without the express written permission of ACT, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any Confidential Information, or use the Confidential Information except as strictly necessary for its intended and authorized purpose under this Agreement. Customer shall protect the Confidential Information using a standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care. All Confidential Information shall be and remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall, within ten (10) days of ACT's written request, return the Confidential Information to ACT (including any copies thereof), or if ACT so permits, certify in writing that all Confidential Information (including any copies thereof) has been destroyed using a method designed to ensure confidentiality and permanently deleted from any computer hardware or other equipment. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the Confidential Information and assist in remedying such unauthorized use or disclosure, as requested by

ACT (which shall not limit other remedies of ACT as provided herein or by applicable law). In the event of a breach or threatened breach of this Confidentiality Section, ACT, in addition to and not in limitation of any of the rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary or permanent injunction to prevent or restrain any such breach by the Customer.

Use of ACT's Trademarks.

- a. Subject to the restrictions set forth in this Agreement and only during the term of this Agreement, ACT grants to the Customer a non-exclusive, non-transferable, non-sublicensable and non-assignable right to use the following ACT trademarks: WorkKeys[®], NCRC[®], and National Career Readiness Certificate[®]. ACT also grants to Customer a non-exclusive, non-transferable, non-sublicensable and non-assignable right to use the following designation: "Customer" is an authorized reseller of ACT WorkKeys[®], NCRC[®], and National Career Readiness Certificate[®] Products.
- b. Restrictions.
 - (i) All of the Customer's use of ACT's trademarks must be preapproved by ACT. Customer must contact ACT by email at workkeys@act.org to initiate the review process for any proposed trademark uses and shall not begin use of the trademarks until the Customer has received affirmative written approval from ACT to do so.
 - (ii) The Customer shall not use, any of ACT's trademarks in such a way so as to give the impression that they are the property of anyone other than ACT.
 - (iii) The Customer shall comply with the Trademark Guidelines, and any other reasonable requirements established by ACT concerning the style, design, display, and use of its trademarks. ACT may revise such guidelines and requirements in its sole discretion at any time and from time to time. The Customer agrees that it will not change the names of the ACT Products and Services in its administration, offering, marketing or other use of the Products and Services, and that the individual components shall always be known and referred to by their ACT dictated names unless renamed by ACT.
- c. Trademark Ownership. Except to the extent expressly granted in this Agreement, no rights to ACT's trademarks are granted by ACT under this Agreement. The Customer agrees that ownership of the Marks, as defined in the Trademark Guidelines, licensed to the Customer and the goodwill relating thereto shall remain vested in ACT both during the period of this Agreement and thereafter, and the Customer further agree never to challenge, contest or question the validity of ACT's ownership of the Marks or any registrations thereof by ACT. The Customer shall not file or prosecute a trademark or service mark application or applications to register the Marks (or any mark containing or similar to the Marks) in connection with any goods or services in any jurisdiction. This section (c) shall survive the termination of this Agreement, whether by expiration, termination or for any other reason.
- d. Term. The trademark license herein shall terminate immediately upon termination of this Agreement, and the Customer shall immediately delete or destroy all materials containing the Marks upon termination of this Agreement. ACT also reserves the right to immediately terminate the licenses set forth in this Agreement at will if the Customer's use of ACT's trademarks does not, in the judgment and sole discretion of ACT, comply with the requirements set forth in this Agreement.

Testing Procedures. Customer shall fully cooperate, and shall cause those individuals involved in the administration of or preparation for the products ("Administration Staff"), to fully cooperate with ACT in the event of a test security incident. Customer acknowledges that its failure to maintain the confidentiality of the ACT Materials will result in damages to act and may require ACT to develop a replacement form. ACT may, in its sole and absolute discretion, cancel scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of his/her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development.

Data. The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, as set forth in ACT's data usage policies, as amended from time to time.

LIMITATION ON DAMAGES. ACT'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT CUSTOMER HAS PAID ACT DURING THE THEN CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL ACT BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

WARRANTY AND LIMITATIONS. EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH HEREIN, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. CUSTOMER SHALL HAVE THE SOLE RESPONSIBILITY FOR ASSURING THAT ITS USE OF THE PRODUCTS OR SERVICES COMPLIES WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND ALL LABOR, EMPLOYEE, OR OTHER CONTRACTS OR PRACTICES TO WHICH IT IS A PARTY.

ACT DISCLAIMS AND SHALL HAVE NO RESPONSIBILITY FOR (1) THE OPERATION OF OTHER PRODUCTS THAT MAY INTERFERE WITH THE PRODUCTS AND SERVICES, (2) TECHNICAL DIFFICULTIES THAT MAY ARISE DUE TO SIMULTANEOUS OPERATION OF OTHER PRODUCTS AND SERVICES IN THE DESIGNATED COMPUTER(S), (3) ANY LOSS OF DATA THAT MAY OCCUR DURING CUSTOMER'S USE OF THE PRODUCTS AND SERVICES, (4) ANY USE OF THE

PRODUCTS AND SERVICES ON EQUIPMENT THAT DOES NOT COMPLY WITH ACT'S COMPUTER CONFIGURATION REQUIREMENTS SET FORTH HEREIN AND (5) DELAYS OR OTHER EVENTS BEYOND ACT'S REASONABLE CONTROL.

FURTHER, ACT DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES ARE COMPATIBLE WITH EVERY INTERNET BROWSER OR WITH EVERY WORKSTATION. ACT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY COMPLICATION, SUITABILITY OR NON-COMPATIBILITY OF THE TECHNOLOGY, SOFTWARE OR HARDWARE USED BY CUSTOMER TO ACCESS AND USE THE PRODUCTS AND SERVICES.

Termination. Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Within 30 days after termination for any reason, Customer shall pay ACT for all Products delivered and Services performed through the date of termination. All covenants and agreements to be performed and/or observed by either party under this Agreement after the termination of the Agreement or which by their nature survive such termination including, without limitation, those obligations and agreements set forth in the Grant and Scope of License, Restrictions, Ownership of Materials, Confidentiality, Data, Limitation on Damages, Entire Agreement and General Sections of these General Terms and Conditions, shall survive termination of this Agreement.

Use After Termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the ACT Materials and shall immediately destroy, or if requested by ACT, return, all copies of the ACT Materials in its possession. Customer shall certify in writing its compliance with these requirements.

Maintenance. ACT has established recurring maintenance windows during which ACT may take down servers and conduct routine maintenance checks. ACT publishes the times of the maintenance windows periodically. ACT also reserves the right to provide unscheduled maintenance periodically. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

Updates and Modifications. The Products and Services may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Customer as they are developed; provided however, that (1) ACT reserves the right to charge a fee for the new functionalities available through the Products and Services; and (2) to the extent that such modifications or updates require revised computer configuration, Customer shall provide such hardware or software that meets the revised computer configuration requirements for the updated Products within the time frame set forth in a written (or electronic) notice from ACT detailing the time frame of such modification or update and the revised computer configuration requirements. Customer's use of outdated versions of ACT WorkKeys shall be deemed a default of this Agreement.

U.S. Government Licensees. The online components of the Products and Services are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Products and Services with only those rights set forth herein.

Computer Requirements. Customer acknowledges and agrees that the computer configuration requirements located at <http://www.act.org/content/act/en/products-and-services/workkeys-for-educators/assessments/administration/technical.html> are required to properly access some components of the Products and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion.

Use of Third Parties. In the event that a third party is listed among the Authorized Customer Location(s) ("Third Party"), the Customer enters into this Agreement on its own behalf and on behalf of the Third Party. The Customer represents and warrants that it has the authority to bind the Third Party to this Agreement and that such Third Party is hereby bound by the terms and conditions of this Agreement as if it were the Customer. The Customer agrees that it shall be jointly and severally liable for all obligations of the Third Party.

Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party.

Force Majeure. ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, national emergencies, fire, flood, epidemics, inclement weather, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party immediately upon notice to the other.

Assignment; Subcontracts. This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer hereto of its obligations prior to the assignment. Any assignment in violation of this Section shall be void. This Agreement shall be binding upon Customer's permitted successors and assigns. ACT may subcontract all or part of its obligations under this Agreement provided that ACT shall remain responsible for any such subcontractor's performance.

Entire Agreement. By signing this Agreement (including all attachments incorporated herein), the parties terminate any previous agreement(s) related to ACT's WorkKeys, Local Scan, RegiSTAR or NCRC Products. The Agreement constitutes the entire agreement between the parties for the WorkKeys, Local Scan, RegiSTAR, and NCRC Products. The terms and conditions contained in this Agreement are the only conditions

applying to the delivery of the Products and Services listed above. ACT expressly objects to and rejects any different or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

Notices. Except as set forth in the Trademark Guidelines, notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT, Inc. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: Contract Services minizip 55. All notices shall be sent to Customer at the address set forth in Section A of the Standard Agreement Form. Customer Details in Section A of the Standard Agreement Form, may be updated by use of the form at: <http://act.org/workkeys-private/forms/address.html>, or by notice otherwise duly given. Submission of changes beyond Customer Details in Section A or Authorized Customer Location details may require an amendment to this Agreement.

Authorization. Each party represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is(are) authorized to do so.

General. This Agreement shall be governed by the laws of the State of Iowa. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect. Headings used in the Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

Additional Terms and Conditions for WorkKeys Online. Customer will maintain any previously established testing realm which will be used for WorkKeys assessments within of this Agreement. ACT is unable to move testing data if the incorrect testing realm is chosen.

Additional Terms and Conditions for ACT WorkKeys National Career Readiness Certificates.

a. Customer's ACT RegiSTAR Account.

- (i) Establishing the ACT RegiSTAR Access. If applicable, an ACT RegiSTAR account containing assessment and certificate information regarding the performance of the Eligible Examinees on the Qualifying Assessments will be provided to the Customer. Subject to any applicable privacy restrictions, Customer will also be able to retrieve an electronic file containing the login names of the Eligible Examinees and their related passwords which will allow such examinees to release their certificate information electronically.
- (ii) Match Criteria. ACT requires that certain identification information match and be included on all qualifying test records before those records form the basis for a credential. This process is important to ensure that qualifying scores are attributed to the correct examinee. If multiple test administrations are considered, the information must be identical on all records in the identification match fields. The five critical fields are: First Name; Last Name; Month of Birth; Day of Birth; Examinee ID.
- (iii) Privacy. The Customer may have access to the assessment and certificate information related to the assessments administered at the Authorized Customer Locations, and Authorized Customer Locations may have access to assessment and certificate information related to the assessments delivered at their sites, however, ACT reserves the right to withhold personally identifiable information and institutionally identifiable information in accordance with ACT's Privacy Policy as it may be amended from time to time, and other legal and contractual requirements. ACT's current Privacy Policy permits the sharing of personally identifiable information of a participant of ACT's assessments, programs or services to (1) the individual that is the subject of such information, (2) others that pay for such individual to take the Assessment or receive a certificate, and (3) others who provide services to ACT or as necessary to deliver ACT's assessments, programs and services to such individual. If Customer is not among the persons permitted to receive personally or institutionally identifiable information under ACT's Privacy Policy or other legal or contractual requirements, Customer may not be able to view personally or institutionally identifiable information.
- (iv) Dissemination of User Name and Passwords. Each Eligible Examinee that has provided ACT a valid email address in accordance with ACT's instructions will receive an email from ACT providing them with their individual user name and password. Subject to the privacy restrictions set forth in Section (iii) Privacy above, Customer may also access an electronic file containing such information from the ACT RegiSTAR account.

b. Certificate Details. Standard Certificates (English or Spanish). The ACT WorkKeys National Career Readiness Certificate shall appear identical to the sample provided at <http://www.act.org/certificate/guidelines.html>. ACT reserves the sole right to change the ACT WorkKeys National Career Readiness Certificate requirements, content, data elements, and/or the "look and feel" of the certificate in its sole discretion, at any time.

- (i) Co-Branded ACT WorkKeys National Career Readiness Certificate. If applicable, ACT will create Co-Branded Certificates for customers using a pre-defined template that can incorporate specific image and text additions that the Customer can provide to ACT. ACT will provide a proof of the Co-Branded Certificate to the Customer for approval. After Customer approval, ACT will load this template to the RegiSTAR system and it will become the default template used to either generate PDF's through the RegiSTAR system reports, or for printed certificate orders from ACT. The Co-Branded Certificate template, ACT NCRC Guidelines, requirements, content, data elements, and/or the "look and feel" of the certificate (the "Co-Branding Requirements") may be modified by ACT, at any time in its sole discretion. The parties will work together on the Co-Branded Certificate, but the ultimate design will be determined by ACT in its sole discretion. Any violation of this Section by Customer may result in immediate termination and/or any other remedies available under law.

- c. **Certificate Sweep and printing.** Any sweep for certificates pursuant to this contract will include information for all Authorized Examinees who tested at the Authorized Customer Locations that are part of the account created for the Customer, during the term of the Agreement. Customer may print certificates. Should Customer wish to have ACT print certificates (for additional fees) for Customer, ACT will print and ship the certificates to the address(es) provided by the Customer.
- d. **Assessment Environment.** Certificates will only be issued if the Qualifying Assessments used by an individual to achieve a Credential Level were administered to that individual under a proctored, secure environment.
- e. **Certificate Contents.** Certificates will only be issued if the Qualifying Assessments used by an individual to achieve a Credential Level were administered to that individual under a proctored, secure environment. The Credential Level (Platinum, Gold, Silver, or Bronze) will be displayed on the certificate. The certificate will contain the ACT WorkKeys National Career Readiness Certificate registration number and issue date on the face of the certificate.

Representations. Customer will not represent any alternate test score as a substitute for a WorkKeys test score. Customer will not represent to its customers that use of the Products and Services or any other ACT products or services will ensure compliance with any federal, state and local laws and regulations applicable to its customer or any labor, employee, or other contracts or practices to which its customer is a party. Customer represents and warrants that the statements made or affirmed by Customer on any enrollment application or otherwise made to ACT in connection to this Agreement, are true and continue to be true as of the date of signing this Agreement.

EDUCATION/GOVERNMENT STANDARD PRICING EXHIBIT - Effective 9/1/2019

If purchasing ACT WorkKeys Online Assessments, ACT WorkKeys Paper Assessments, ACT WorkKeys Local Scan, ACT RegiSTAR related Products and Services, or other Products and Services, as indicated in Section B of the Standard Agreement Form, the following prices apply.

ACT will invoice the Customer for the following fees as they are incurred. ***The actual fee charged is according to the ACT's price schedule in effect as of the date the fee is incurred. ACT may revise its price schedule from time to time. Prices set forth below are from ACT's price lists dated 9/1/2018.**

ACT WorkKeys Products and Services

NEW ACT WorkKeys NCRC Assessment Delivery		
N/A	Initial Online Assessment Delivery Set-Up Fee	Free
N/A	Training for Online Testing	Free Unlimited Access to Training for Online Testing (Other Training to be Negotiated)
	Fee for Each Online Assessment Launched or Each Paper Assessment Scored (Applied Math, Graphic Literacy, Workplace Documents)	\$12.00
Additional ACT WorkKeys Assessment Fees for Each Online Assessment Launched or Each Paper Assessment Scored (Available to returning Customers only, in English only):		
	Fit	\$12.00
	Talent	\$12.00
	Applied Technology	\$12.00
	Business Writing (Online Only)	\$20.00
	Workplace Observation (Online Only)	\$20.00
	Observation (Paper Only)	\$14.00
N/A	Online Practice Tests	\$0
Varies by Title	Paper Test Prep Packages	\$6.00
New ACT WorkKeys Local Scan (available 10/1/2017)		
TBD	Annual License Fee Incurred at Commencement of Annual Period	\$1950.00 per site
ACT WorkKeys National Career Readiness Certificate (RegiSTAR and MyWorkKeys)		
N/A	RegiSTAR Set-up and Maintenance Fees ACT WORKKEYS NCRC REGISTRATION <i>New Certificate earned after taking Applied Math, Graphic Literacy, and Workplace</i>	Free

	<i>Documents</i>	
0411NC08FE	Certificates Printed by ACT	\$4.50 per certificate
0411ND08FE	Certificate(s) Mailed to Authorized Customer Locations by ACT	\$16.50 per Mailing per Authorized Customer Location
0411NB08FE	RegiSTAR Express Data Search	\$130.00 per Search plus \$4.00 per Name Included in File
N/A	Training	Free Unlimited Access to Online Training (Other Training to be Negotiated)
ACT WorkKeys Additional Service Fees		
04130015FE	Customer Requested Database/System Updates	\$100.00 per Hour (To be Used at ACT's Discretion with Prior Customer Notification)

ACT Career Solutions Brochures and Information Flyers

Available online at: <http://www.act.org/workkeys/marketing/>. For Assistance call 1.800.967.5539.

Visit www.act.org/workforce for more information on ACT Career Solutions.

ACT, INC. TRADEMARK GUIDELINES

The following guidelines describe the proper use of ACT's trademarks. ACT, Inc. reserves the right to change these guidelines at any time.

These guidelines do not entitle you to use any of ACT's trademarks except as specifically set forth in your Agreement with ACT. You may not use any other of ACT's trademarks or service marks unless otherwise expressly agreed to in advance in writing by ACT.

1. **Display of Trademarks.** Do not display any of ACT's trademarks in larger or more prominent typeface than your own name and trademarks without the prior written consent of ACT. Do not display any of ACT's trademarks in any way that would dilute, diminish, cause harm to, or misrepresent such trademarks, the product or service itself, or ACT.

2. **Attribution.** You must state, either in a footnote or in a parenthetical, that the trademark you are using is a trademark of ACT, and if the trademark is federally-registered, you must so indicate, e.g., "ACT is a federally registered trademark of ACT, Inc." All ACT attribution statements must be placed on a separate line from other attribution statements. If you use one or more of ACT's trademarks on a website, you must include an attribution on each page of the website in which the mark appears. For all other materials, include an attribution the first time you use the trademark in your materials or with your other attributions of a similar type, whichever is practical under the circumstances.

3. **Registration Notices.** For all ACT's federally registered trademarks, including "ACT," you must place the ® symbol immediately following the mark every time it is used. For all ACT trademarks that are not federally registered, Customer must place the ™ symbol immediately following the mark at least the first time you use it in a print or electronic document (e.g. on the cover, in the first inside header). In addition, if the document is long or multipart, use the ™ symbol with the trademark each time it appears in a major section, part, or element.

4. **No Confusing Use.** Even if you have received ACT's written authorization to use one or more of ACT's trademarks, you may not use any of them in a manner that is likely to cause confusion as to your affiliation, connection, or association with ACT, or as to the origin, sponsorship, or approval of your products by ACT.

5. **Endorsement.** You must indicate in all materials in which you use any ACT mark that your company is not affiliated with ACT, and your product is not approved or endorsed by ACT.

6. **Use Trademarks as Adjectives.** Use ACT's trademarks as proper adjectives only. A trademark is an adjective and should not be used as a verb or as a noun. The use of a noun in close proximity after a mark distinguishes the designation as a trademark, and the noun should always be used in conjunction with the mark whenever possible. The preferred noun to accompany the mark "ACT" is test. Do not capitalize the word "the" when you are referring to the ACT test in other locations in the document and when you are not using a noun to follow the mark "ACT", as follows:

- Correct: February 1, 2005, was a national test date for the ACT® test.
- Incorrect: February 1, 2005, was a national test date for The ACT.

7. **No Plurals/Possessives.** Do not use ACT's trademarks in the possessive or plural form.

- Incorrect: If you are going to take your ACTs on Saturday, you should use our test preparation materials.

8. **Distinguish Trademarks.** Set ACT's trademarks, including the mark ACT, apart from other nouns and words they modify. The mark should be displayed in all capital letters and should not have periods between the letters. In addition, you should use the ® symbol, as discussed above, and the corresponding noun in accordance with these guidelines.
9. **No Hyphens.** Do not hyphenate ACT's trademarks, even at the end of a line.
10. **No Abbreviations or Acronyms.** Do not shorten, abbreviate or create acronyms from ACT's trademarks.
11. **Do Not Combine Trademarks.** Do not combine any of ACT's trademarks with your trademarks.
12. **Descriptions of ACT's Products.** Any statements describing any of ACT's products that did not originate from ACT that you include on any web site or marketing materials must be submitted for advance review and approval to ACT's legal department. Do not make any claims, representations, warranties, guarantees, or similar statements in any of your materials regarding ACT's products or services unless expressly authorized in writing by ACT.
13. **ACT's Reservation of Rights.** ACT reserves all rights, including the right to request samples of your materials using ACT's trademarks. These guidelines do not constitute a grant or waiver of any rights with respect to any intellectual property owned by ACT. ACT reserves the right to challenge at any time any use that it deems an abuse or violation of its intellectual property rights, whether or not such use complies with these guidelines.